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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

MYSORE DISTRICT.

Abstract Notification dated 9th March 1936.

The attention of the public is invited to the detailed Notification, regarding the sale of timber in the following depots published on pages 382 and 383, Part VI of the *Mysore Gazette*, dated 19th March 1936.

No.	Name of Depot	Date of sale	Teak	Honne	Mathi	Other kinds	Remarks
			C.ft.	C.ft.	C.ft.	C.ft.	
1	Hampapur	9th April 1936 ..	3,000	250	250	..	More or less.
2	Saragur	20th April 1936 ..	3,000	500	500	..	
3	Nanjangud	27th March 1936 ..	1,300	450	400	550	

Notification dated 26th March 1936.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other Officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each Depot under the following conditions :—

Name of Depot	Date of sale	Teak	Honne	Mathi	Bite	Other kinds	Remarks.
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Mysore Wood Yard ..	27th April 1936	8,500 C.ft. of Logs. Reepers 25,000 R.ft., Scantlings 500 C.ft.	1,500	1,500	1,000 C.ft. Logs, 350 C.ft. of planks and Scantlings	250	More or less.
Manchegowdanahalli ..	23rd April 1936	5,000 C.ft.	1,000	5,800	200	100	
Chamarajanagar ..	25th April 1936	2,000 ,,	1,000	600	400	200	
Santhemaralli ..	28th April 1936	1,500 ,,	500	200	100	100	
Begur Depot ..	16th April 1936	2,000 ,,	200	..	....	..	

N.B.—If the sale is not concluded on the day notified ; it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed

from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1936. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 23rd March 1936.

It is hereby notified for General information under Section 40 of the Mysore Forest Regulation that the following timber found unclaimed in S. No. 57 of Kalamane Village in Avinhalli Hobli, has been taken possession of and kept in the custody of Patel Mr. Kali Subbaraya.

Persons having any claim to the said timber are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims failing which the timber shall lapse to Government under Section 42 of the said Regulation.

Name of Village and Taluk	Place where the timber was found	Kind	Quantity	In whose custody kept
Kalmane Village, Sagar Taluk.	S. No. 57, Kalmane Village, (Soppinabetta).	Honne Rd.	10–6×6–6 28 c.ft.	Patel Kali Subbaraya.

Notification dated 27th March 1936.

SALE OF TIMBER.

It is notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following Depot on the date noted against the same :—

Name of depot	Date of sale	Teak poles	Surahonne	Other kinds	Remarks
		C.ft.	C.ft.	C.ft.	
Shakunavalli ..	23rd April 1936	500	..	..	The sale will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him.
Balekoppa ..	25th April 1936	..	..	500	The sale will commence at 3 P.M. on each date and if the sale is not closed on the sale date, the same will be continued the next day.
Jog T.B. in Jog and Kargal State Forest coupes.	28th April 1936	..	3,978	..	

N.B.—Quantities noted are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood, and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale, whichever is

later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1936. The moneys shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed, as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1936. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

H. S. RANGACHAR,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 23rd March 1936.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bhadravati Division, up to 4 P.M. on Monday the 13th April 1936, for the purchase of the exclusive right of collecting Tangadi (Cassia Auriculata) and Kakke (Cassia Fistula) barks on all Government unoccupied lands and State Forests from the date of confirmation of the tender up to 30th June 1937, in the Channagiri Taluk. The original purchaser has failed to act according to the conditions of sale and hence the *bob* will be resold.

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce on Inam, Jodi, Khayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke barks in Plantations is prohibited. The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each unit must be tendered, separately and if more than one unit is tendered for in the same tender they must be specified separately.

3. Tenders of defaulters, on account of previous leases and those not in accordance with Rule (4) will be summarily rejected.

4. Each tender must be accompanied by (1) a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government in regard to his solvency and its extent, or an exchange certificate as provided for in clause 5 and (2) also a sum of Rs. 200 as earnest money which must be in the form of currency notes.

5. The cover containing the tender should be addressed to the District Forest Officer, Bhadravati Division and should be duly registered, insured and superscribed "Tender for the lease of Collecting Thangadi and Kakke Barks."

6. Name and address of the tenderer must be clearly given.

7. The tenders will be opened at 4 P.M., before such of the tenderers as may be present.

8. Acceptance of tender rests with the Chief Conservator of Forests in Mysore who may accept or reject any tender without assigning reasons.

9. The highest tenderer shall within three days of the notice of tender acceptance, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made

together with local, railway and other cesses, if any, on the full lease amount at the rate prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

10. If the tender is not accepted by the authority concerned, all moneys paid will be refunded to the party.

For other details and conditions of the lease, please see detailed Notification No. E. 272-1077-34, dated 8th April 1935, published by the Chief Conservator of Forests in Mysore in the *Mysore Gazette*, dated 18th April 1935 (pages 873 to 875 of Part VI).

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated the 19th March 1936.

The attention of the public is invited to the detailed Notification calling for tenders for weighing out of rough and assorted Sandalwood in Chikmagalur Sandal Koti in connection with the annual stock-taking printed on pages 414-415, Part VI of the *Mysore Gazette*, dated 26th March 1936.

A. V. KESAVIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT

BANGALORE DIVISION.

Notification dated 28th March 1936.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M. on 15th April 1936, for constructing a building for the Urdu Diara Primary Girls' School at Channapatna. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of August 1936.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Bangalore, between the hours of 11 A.M. and 5 P.M.

3. Tender should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed:—

4. Each tender must be accompanied by a deposit of rupees six hundred in cash or Government Promissory Notes, as earnest money, and be superscribed "Tender for constructing a building for the Urdu Diara Primary Girls' School at Channapatna" in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiry regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Rates once tendered will not be enhanced on any account.

10. Rates for non-tendered and non-estimated items shall be as per schedule rates of the department or those fixed by the Executive Engineer after working out data with not more than 10 per cent for contractor's profit.

11. In all matters not specifically provided for and in all matters of dispute about rates, quantities, measurements, quality of works, etc., and in all disputes of any kind, the decision of the Executive Engineer will be final and legally binding.

12. Quotations must be given in words as well as in figures and they must be in specific term of unit shown against each item of work. Any quotation quoted at so much percentage less or more than estimated rate will not be accepted.